

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 04-243**

The City of Lincoln intends to purchase and invites you to submit a sealed bid for:

**ANNUAL REQUIREMENTS FOR  
DUCTILE IRON PRESSURE FITTINGS, CAST IRON SERVICE  
BOXES and POLYVINYL CHLORIDE (PVC) PRESSURE PIPE  
(LINCOLN WATER SYSTEM)**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S  
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **September 22, 2004** in the office of the Purchasing Agent, Suite 200, K Street Complex, South West Wing, 440 South 8<sup>th</sup> Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

# **SPECIFICATIONS FOR DUCTILE IRON PRESSURE FITTINGS AND POLYVINYL CHLORIDE (PVC)PRESSURE PIPE**

## **GENERAL INFORMATION**

### **1. DELIVERY**

1.1 Unit bid prices shall include all delivery costs, including shipper's charges and unloading time, at the following delivery point:

Lincoln Water System  
Distribution Shop  
2021 North 27th Street  
Lincoln, Nebraska 68503

1.2 Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. on normal City of Lincoln working days.

### **2. TERM OF AGREEMENT**

2.1 Term of agreement shall be January 1, 2005 through December 31, 2005.

2.2 Renewal options shall be for one (1) year periods, beginning January 1, 2006, not to exceed three (3) such renewals.

### **3. ACCEPTANCE OF MATERIAL**

3.1 Orders will normally be made on standard purchase orders issued by the Purchasing Agent.

3.1.1 Orders may be placed by telephone directly by the Lincoln Water System.

3.1.2 In any event, all orders will be assigned an order number.

3.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.

3.3 Contractor shall group materials on his invoices as they are grouped on the City of Lincoln's order.

3.4 Contractor shall furnish to the City of Lincoln affidavits from each manufacturer stating that the materials supplied fully conform to these material specifications.

### **4. BIDDING PROCEDURE**

4.1 Each bidder shall submit two (2) sets of drawings and related information showing:

4.1.1 Manufacturer of each item to be supplied.

4.1.2 The principal dimensions, weight, materials of construction and pressure rating of each item.

4.2 Where catalog sheets are submitted, the items to be supplied must be clearly indicated by circling each item or otherwise clearly indicating the pertinent information on each page submitted.

## MATERIAL SPECIFICATIONS

### 5. DUCTILE IRON PRESSURE FITTINGS

#### 5.1 Scope

- 5.1.1 These specifications cover ductile iron pressure fittings for water piping.
- 5.1.2 Fittings and appurtenances specified herein shall fully meet or exceed all requirements of the latest revision of these standards
  - 5.1.2.1 American National Standards Institute ANSI A21.10 (AWWA C110) "Gray and Ductile Iron Fittings, 3" through 48" for Water and Other Liquids".
  - 5.1.2.2 American National Standards Institute ANSI A21.11 (AWWA C111) "Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings".
  - 5.1.2.3 American National Standards Institute ANSI A21.4 (AWWA C104) "Cement Mortar Lining for Cast Iron and Ductile Iron Pipe and Fittings for Water".
  - 5.1.2.4 American National Standards Institute ANSI A21.53 (AWWA C153) "Ductile Iron Compact Fittings, 3" through 16" for Water and Other Liquids".

#### 5.2. Detailed Specifications

- 5.2.1 All pressure fittings and other appurtenances described in these specifications shall be manufactured from ductile iron.
- 5.2.2 All pressure fittings specified in bid proposal, 3" through 16" in size with the capability of being supplied as compact fittings, shall be supplied as such.
- 5.2.3 All exterior bolt heads and nuts shall be made from a corrosion-resistant material such as stainless steel, an alloy steel known in the industry as "Cor-Ten".
- 5.2.4 All fittings shall be supplied with end connections as shown in the bid proposal. Four types of end connections will be specified:
  - 5.2.4.1 Plain end (PE) connections shall be designed to mate with the mechanical joint and push-on joint connections described in latest revision of ANSI A21.11 (AWWA C111.)
  - 5.2.4.2 Mechanical joint (MJ) connections shall conform in all respects to ANSI A21.11 (AWWA C111), except that the mechanical joint connections on dual purpose sleeves and split sleeves shall be designed to mate with plain end connections of both centrifugally and pit cast pipe and mechanical joint connections on split sleeves shall be split to allow assembly of the fitting on existing pipe installations. The tee-head bolts and hex nuts of the MJ accessories shall be fabricated from stainless steel, an alloy steel known in the industry as "Cor-Ten". Mechanical joint connections shall be supplied with one MJ gasket, one MJ gland and sufficient tee-head bolts and hex head nuts (as listed in Table 11.1 of ANSI A21.11) (AWWA C111) to make up the joint.
  - 5.2.4.3 Solid anchoring coupling (SAC) connection shall mean a standard plain end connection with an integrally cast compression gland and bolt ring, designed to mate with a standard MJ bell and gasket.

- 5.2.4.4 Swivel joint (swivel) connection shall mean standard plain end connection with an integrally cast compression gland and freely rotating bolt ring bearing on the compression gland, designed to mate with a standard mechanical joint connection and to prevent the joint from separating under pressure when all bolts are in place. Swivel joint connection bolt rings must be manufactured from ductile iron and letters "DI" or the word "Ductile" must appear on each bolt ring supplied.
- 5.2.5 All pressure fittings except mechanical joint split sleeves with a nominal size of 4" through 24" shall be rated at 350 p.s.i. or greater water working pressure. All pressure fittings with a nominal size of 30" through 48" shall be rated at 150 psi or greater water working pressure, unless otherwise indicated in the bid proposal. All mechanical joint split sleeves shall be rated at 150 p.s.i. or greater water working pressure. All pressure fittings shall be capable of withstanding a hydrostatic pressure of three (3) times the rated water working pressure without leaks or permanent distortion. All pressure fittings shall also be capable of withstanding hydrostatic test pressures of three times the rated water working pressure without bursting.
- 5.2.6 All pressure fittings must be lined with a cement mortar lining meeting the requirements of ANSI A21.4 (AWWA C104).
- 5.2.7 All pressure fittings and appurtenances supplied under these specifications shall be smooth and free from scales, bumps, blisters, sand holes and defects of every kind which would make the items unfit for the intended use. No plugging, tilling, burning-in or welding will be tolerated.
- 5.2.8 Ductile iron retainer glands are used in place of the standard mechanical joint gland to prevent joint separating by means of tightening wedge or lugs in the retainer gland to bear on a plain end inserted into a mechanical joint bell. Ductile iron retainer glands supplied under these specifications shall comply with these provisions:
- 5.2.8.1 Ductile iron retainer glands shall be designed to replace the standard mechanical joint gland and shall mate with the standard mechanical joint gasket and bell.
- 5.2.8.2 Sufficient wedge or lugs shall be provided to assure that the joint will not separate under normal water working pressures when the set screws are tightened to the manufacturer's recommendations.
- 5.2.8.3 Wedge or lugs shall be manufactured from hardened ductile iron suitable for the intended use.
- 5.2.8.4 All retainer glands shall be suitable for use on gray and ductile iron pipe. Retainer glands will be specified in the bid proposal as either "Standard" to fit AB (Centrifugal Spun Cast Iron or Ductile Iron) or "Oversized" for fit CD (pit cast iron) outside pipe diameters.
- 5.2.8.5 Retainer glands must be manufactured from ductile iron and shall have the letters "DI" or the word "Ductile" cast on the gland.
- 5.2.8.6 All MJ PVC retainer glands shall be suitable for use on Polyvinyl Chloride (PVC) pressure pipe with same wedge or lug as above.
- 5.2.9 Mechanical joint dual purpose solid sleeves shall comply with all the requirements for mechanical joint solid sleeves listed in ANSI A21.10

(AWWA C110) except that mechanical joint dual purpose solid sleeves shall be manufactured with a slightly oversize diameter to fit both pit cast and centrifugally cast pipe. Mechanical joint dual purpose solid sleeves supplied under these specifications shall be lined with a bituminous material meeting the requirements of Section 10-8.3 of ANSI A21.10 (AWWA C110). Mechanical joint dual purpose solid sleeves supplied under these specifications shall be complete with all gaskets, glands and corrosion-resistant bolts required for installation of the sleeve.

5.2.10 Mechanical joint split sleeves shall meet all the requirements of ANSI/AWWA C110 for Mechanical joint solid sleeves with these exceptions:

5.2.10.1 The sleeve shall be split longitudinally. The two halves of the mechanical joint split sleeves shall be joined together by corrosion-resistant bolts passing through side flanges cast integrally with each half. Rubber gaskets meeting the material requirements listed in Section 11-6.4 of ANSI A21.11 (AWWA C111) shall be provided to seal the side flange joints. One side flange at each longitudinal point shall be grooved to provide a seat for the side flange gasket. The mating flange face must be adequately finished to provide a watertight seal. The mechanical joint split coupling must provide a water tight seal at hydrostatic pressure of 225 p.s.i. and less when assembled on either centrifugally cast or pit cast iron pipe.

5.2.10.2 The end connections shall meet the requirements of ANSI A21.11 (AWWA C111) for a standard mechanical joint except that the gasket and gland shall be split to allow placement of the mechanical joint split sleeve on existing pipe installations without cutting the pipe; and the gasket and gland shall be designed to seal the sleeve on both pit cast and centrifugally cast iron pipe.

5.2.10.3 Mechanical joint split sleeves supplied under these specifications shall be complete with all gaskets, glands, corrosion-resistant bolts, etc. required to install the sleeve.

5.2.10.4 Mechanical joint split sleeves supplied under these specifications shall have an interior lining of a bituminous material conforming to the requirements of Section 10-8.3 of ANSI/AWWA C110.

5.2.11 Mechanical joint bell split sleeves shall meet the requirements of these specifications for mechanical joint split sleeves, except that mechanical joint bell split sleeves shall fit over the bell of mechanical joints, push-on joints and bell and spigot joints.

5.2.12 Anchor couplings shall consist of a straight piece of ductile iron pipe with a swivel joint on one end and a solid anchoring coupling on the other. The diameter and length shall be indicated on the bid proposal.

5.2.13 Ductile iron pressure fittings shall be supplied complete with all accessories.

## 6. POLYVINYL CHLORIDE (PVC) PRESSURE PIPE

6.1 4" through 12" PVC pressure pipe shall be ductile iron pipe size O.D., meeting the requirements of AWWA C900 for DR 14 (pressure rating 200 psi) pipe.

6.2 16" through 24" PVC pressure pipe shall be ductile iron pipe size O.D., meeting the requirements of AWWA C905 for DR 18 (pressure rating of 235 psi) pipe.

6.3 Pipe shall be furnished in 20 ft standard laying lengths.

6.4 Beveled male end.

6.4.1 Painted ring for checking the seating depth.

6.5 Push-on type joints.

6.5.1 Integral bell

6.5.2 Single synthetic elastomer gasket.

**PROPOSAL  
SPECIFICATION NO. 04-243**

**BID OPENING TIME: 12:00 NOON**

**DATE: September 22, 2004**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the Below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE ANNUAL REQUIREMENTS FOR:  
DUCTILE IRON PRESSURE FITTINGS AND  
POLYVINYL CHLORIDE (PVC) PRESSURE PIPE**

**BIDDING SCHEDULE**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
<b>1.</b>	<b><u>DUCTILE IRON PRESSURE FITTINGS</u></b>			
1.1	4" X 11¼°, Bend, MJ, DI, Tyler 5-611 Mfg. _____ No. _____	2	\$ _____	\$ _____
1.2	4" x 22½° Bend, MJ, DI, Tyler 5-609 Mfg. _____ No. _____	1	\$ _____	\$ _____
1.3	4" x 45° Bend, MJ, DI, Tyler 5-605 Mfg. _____ No. _____	1	\$ _____	\$ _____
1.4	4" x 90° Bend, MJ, DI, Tyler 5-600 Mfg. _____ No. _____	1	\$ _____	\$ _____
1.5	6" x 11¼° Bend, MJ, DI, Tyler 5-611 Mfg. _____ No. _____	1	\$ _____	\$ _____
1.6	6" x 22½° Bend, MJ, DI, Tyler 5-609 Mfg. _____ No. _____	1	\$ _____	\$ _____
1.7	6" x 45° Bend, MJ, DI, Tyler 5-605 Mfg. _____ No. _____	2	\$ _____	\$ _____
1.8	6" x 90° Bend, MJ, DI, Tyler 5-600 Mfg. _____ No. _____	4	\$ _____	\$ _____
1.9	8" x 11¼° Bend, MJ, DI, Tyler 5-611 Mfg. _____ No. _____	1	\$ _____	\$ _____
1.10	8" x 22½° Bend, MJ, DI, Tyler 5-609 Mfg. _____ No. _____	1	\$ _____	\$ _____
1.11	8" x 45° Bend, MJ, DI, Tyler 5-605 Mfg. _____ No. _____	1	\$ _____	\$ _____
1.12	8" x 90° Bend, MJ, DI, Tyler 5-600 Mfg. _____ No. _____	1	\$ _____	\$ _____

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
<b><u>REDUCERS</u></b>				
1.13	8" x 6" Reducer, MJ, DI, Tyler 5-635 Mfg._____ No._____	2	\$_____	\$_____
1.14	8" x 6" Reducer, MJ, LEB, DI, Tyler 5-637 Mfg._____ No._____	2	\$_____	\$_____
1.15	8" x 6" Reducer, MJ, SEB, DI, Tyler 5-636 Mfg._____ No._____	2	\$_____	\$_____
1.16	6" x 4" Reducer, MJ, DI, Tyler 5-635 Mfg._____ No._____	2	\$_____	\$_____
1.17	6" x 4" Reducer, MJ, LEB, DI, Tyler 5-637 Mfg._____ No._____	1	\$_____	\$_____
1.18	6" x 4" Reducer, MJ, SEB, DI, Tyler 5-636 Mfg._____ No._____	2	\$_____	\$_____
1.19	4" x 3" Reducer, MJ, SEB, DI, Tyler 5-636 Mfg._____ No._____	2	\$_____	\$_____
<b><u>TEES</u></b>				
1.20	6" x 6" Tee, MJ, DI, Tyler 5-620 Mfg._____ No._____	2	\$_____	\$_____
1.21	6" x 6" Tee, MJ x SW x SW, DI, Tyler 5-125B Mfg._____ No._____	2	\$_____	\$_____
1.22	8"x 4" Tee, MJ, DI, Tyler 5-620 Mfg._____ No._____	1	\$_____	\$_____
1.23	8" x 6" Tee, MJ, DI, Tyler 5-620 Mfg._____ No._____	1	\$_____	\$_____
1.24	12" x 4" Tee, MJ, DI, Tyler 5-620 Mfg._____ No._____	1	\$_____	\$_____
1.25	12" x 6" Tee, MJ, DI, Tyler 5-620 Mfg._____ No._____	1	\$_____	\$_____
1.26	12" x 6" Tee, DI, MJ x SW, Tyler 5-625 Mfg._____ No._____	1	\$_____	\$_____
1.27	12" x 8" Tee, TI, MJ, Tyler 5-620 Mfg._____ No._____	1	\$_____	\$_____



<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
<b><u>ANCHOR COUPLINGS</u></b>				
1.28	4" x 13" Anchor Coupling, SW x Solid DI, Tyler 5-198 Mfg._____ No._____	2	¢_____	¢_____
1.29	6" X 18" Anchor Coupling, SW x Solid DI, Tyler 5-698 Mfg._____ No._____	20	¢_____	¢_____
1.30	8" x 13" Anchor Coupling, SW x Solid DI, Tyler 5-198 Mfg._____ No._____	1	¢_____	¢_____
<b><u>SWIVEL ELLS</u></b>				
1.31	6" x 90° ELL, SW x SW, DI, Tyler 5-698 Mfg._____ No._____	20	¢_____	¢_____
<b><u>OFFSETS</u></b>				
1.32	4" x 6" Offset, MJ x PE, DI Mfg._____ No._____	1	¢_____	¢_____
1.33	4" x 6" Offset, MJ, DI Mfg._____ No._____	1	¢_____	¢_____
1.34	4" x 12" Offset, MJ x PE, DI Mfg._____ No._____	1	¢_____	¢_____
1.35	4" x 12" Offset, MJ, DI Mfg._____ No._____	1	¢_____	¢_____
1.36	4" x 18" Offset, MJ x PE, DI Mfg._____ No._____	1	¢_____	¢_____
1.37	4" x 18" Offset, MJ, DI Mfg._____ No._____	1	¢_____	¢_____
1.38	4" x 24" Offset, MJ x PE, DI Mfg._____ No._____	1	¢_____	¢_____
1.39	4" x 24" Offset, MJ, DI Mfg._____ No._____	1	¢_____	¢_____
1.40	6" x 6" Offset, MJ x PE, DI Mfg._____ No._____	1	¢_____	¢_____
1.41	6" x 6" Offset, MJ, DI Mfg._____ No._____	1	¢_____	¢_____
1.42	6" x 12" Offset, MJ x PE, DI Mfg._____ No._____	2	¢_____	¢_____
1.43	6" x 12" Offset, MJ, DI Mfg._____ No._____	2	¢_____	¢_____

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.44	6" x 18" Offset, MJ x PE, DI Mfg._____ No._____	2	¢_____	¢_____
1.45	6" x 18" Offset, MJ, DI Mfg._____ No._____	2	¢_____	¢_____
1.46	6" x 24" Offset, MJ x PE, DI Mfg._____ No._____	2	¢_____	¢_____
1.47	6" x 24" Offset, MJ, DI Mfg._____ No._____	2	¢_____	¢_____
1.48	8" x 12" Offset, MJ x PE, DI Mfg._____ No._____	1	¢_____	¢_____
1.49	8" x 12" Offset, MJ, DI Mfg._____ No._____	1	¢_____	¢_____
1.50	8" x 18" Offset, MJ x PE, DI Mfg._____ No._____	1	¢_____	¢_____
1.51	8" x 18" Offset, MJ, DI Mfg._____ No._____	1	¢_____	¢_____
1.52	8" x 24" Offset, MJ x PE, DI Mfg._____ No._____	1	¢_____	¢_____
1.53	8" x 24" Offset, MJ, DI Mfg._____ No._____	1	¢_____	¢_____
1.54	12" x 12" Offset, MJ x PE, DI Mfg._____ No._____	1	¢_____	¢_____
1.55	12" x 12" Offset, MJ, DI Mfg._____ No._____	1	¢_____	¢_____
1.56	12" x 18" Offset, MJ x PE, DI Mfg._____ No._____	1	¢_____	¢_____
1.57	12" x 18" Offset, MJ , DI Mfg._____ No._____	1	¢_____	¢_____
1.58	12" x 24" Offset, MJ x PE, DI Mfg._____ No._____	1	¢_____	¢_____
1.59	12" x 24" Offset, MJ, DI Mfg._____ No._____	1	¢_____	¢_____
<b><u>SOLID SLEEVE</u></b>				
1.60	4" X 12" Dual Purpose Solid Sleeve, MJ, DI Tyler 5-146L <b>(NO SUBSTITUTES)</b>	10	¢_____	¢_____
1.61	6" X 12" Solid Sleeve, MJ, DI, Tyler 5-644L Mfg._____ No._____	20	¢_____	¢_____

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.62	6 x 12" Dual Purpose Solid Sleeve, MJ, DI, Tyler 5-146L <b>(NO SUBSTITUTES)</b>	30	\$_____	\$_____
1.63	8" x 12" Solid Sleeve, MJ, DI, Tyler 5-644L Mfg._____ No._____	10	\$_____	\$_____
1.64	8" x 12" Dual Purpose Solid Sleeve, MJ, DI, Tyler 5-146L <b>(NO SUBSTITUTES)</b>	6	\$_____	\$_____
1.65	10" x 12" Solid Sleeve, MJ, DI, Tyler 5-644L Mfg._____ No._____	1	\$_____	\$_____
1.66	10" x 12" Dual Purpose Solid Sleeve, MJ, DI, Tyler 5-146L <b>(NO SUBSTITUTES)</b>	1	\$_____	\$_____
1.67	12" x 12" Solid Sleeve, MJ, DI, Tyler 5-644L Mfg._____ No._____	10	\$_____	\$_____
1.68	12" x 12" Dual Purpose Solid Sleeve, MJ, DI, Tyler 5-146L <b>(NO SUBSTITUTES)</b>	1	\$_____	\$_____
1.69	16" x 15" Solid Sleeve, MJ, DI, Tyler 5-644L Mfg._____ No._____	4	\$_____	\$_____
1.70	16" x 15" Dual Purpose Solid Sleeve, MJ, DI, Tyler 5-146L <b>(NO SUBSTITUTES)</b>	2	\$_____	\$_____
1.71	20" x 15" Solid Sleeve, MJ, DI, Tyler 5-644L Mfg._____ No._____	1	\$_____	\$_____
1.72	24" x 15" Solid Sleeve, MJ, DI, Tyler 5-644L Mfg._____ No._____	2	\$_____	\$_____
<b><u>RETAINER GLANDS</u></b>				
1.73	4" Retainer Gland, Regular Size, DI, MJ Mfg._____ No._____	10	\$_____	\$_____
1.74	4" Retainer Gland, Oversize, DI, MJ, 5-05 I.D. Mfg._____ No._____	10	\$_____	\$_____
1.75	6" Retainer Gland, Regular Size, DI, MJ Mfg._____ No._____	10	\$_____	\$_____
1.76	6" Retainer Gland, Oversize, DI, MJ, 7-10 I.D. Mfg._____ No._____	10	\$_____	\$_____

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.77	8" Retainer Gland, Regular Size, DI, MJ Mfg._____ No._____	10	\$_____	\$_____
1.78	8" Retainer Gland, Oversize, DI, MJ, 9.30 I.D. Mfg._____ No._____	10	\$_____	\$_____
1.79	10" Retainer Gland, Regular Size, DI, MJ Mfg._____ No._____	2	\$_____	\$_____
1.80	10" Retainer Gland, Oversize, DI, MJ, 11.40 I.D. Mfg._____ No._____	2	\$_____	\$_____
1.81	12" Retainer Gland, Regular Size, DI, MJ Mfg._____ No._____	2	\$_____	\$_____
1.82	12" Retainer Gland, Oversize, DI, MJ, 13.50 I.D. Mfg._____ No._____	2	\$_____	\$_____
1.83	16" Retainer Gland, Regular Size, DI, MJ Mfg._____ No._____	2	\$_____	\$_____
1.84	4" PVC Retainer Gland, MJ, D.I. Mfg._____ No._____	20	\$_____	\$_____
1.85	6" PVC Retainer Gland, MJ, D.I. Mfg._____ No._____	80	\$_____	\$_____
1.86	8" PVC Retainer Gland, MJ, D.I. Mfg._____ No._____	20	\$_____	\$_____
1.87	10" PVC Retainer Gland, MJ D.I. Mfg._____ No._____	10	\$_____	\$_____
1.88	12" PVC Retainer Gland, MJ, D.I. Mfg._____ No._____	10	\$_____	\$_____
1.89	16" PVC Retainer Gland, MJ, D.I. Mfg._____ No._____	4	\$_____	\$_____
<b><u>DUAL PURPOSE CUTTING-IN SLEEVE</u></b>				
1.90	4" Dual Purpose Cutting-In Sleeve, MJ, DI, with Gland with set screws; Tyler 5-145 <b>(NO SUBSTITUTES)</b>	2	\$_____	\$_____
1.91	6" Dual Purpose Cutting-In Sleeve, MJ, DI, with Gland with set screws; Tyler 5-145 <b>(NO SUBSTITUTES)</b>	5	\$_____	\$_____

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	TOTAL
1.92	8" Dual Purpose Cutting-In Sleeve, MJ, DI, with Gland with set screws; Tyler 5-145 <b>(NO SUBSTITUTES)</b>	1	\$_____	\$_____
1.93	10" Dual Purpose Cutting-In Sleeve, MJ, DI, with Gland with set screws; Tyler 5-145 <b>(NO SUBSTITUTES)</b>	1	\$_____	\$_____
1.94	12" Dual Purpose Cutting-In Sleeve, MJ, DI, with Gland with set screws; Tyler 5-145 <b>(NO SUBSTITUTES)</b>	1	\$_____	\$_____
<b><u>PLUGS</u></b>				
1.95	4" Plug, MJ, DI, Tyler 5-650 Mfg._____ No._____	10	\$_____	\$_____
1.96	4" Plug, Tapt 1½", MJ, DI, Tyler 5-652 Mfg._____ No._____	10	\$_____	\$_____
1.97	4" Plug, Tapt 2", MJ, DI, Tyler 5-652 Mfg._____ No._____	20	\$_____	\$_____
1.98	4" Plug, Tapt 3", MJ, DI Mfg._____ No._____	20	\$_____	\$_____
1.99	6" Plug, MJ, DI, Tyler 5-650 Mfg._____ No._____	20	\$_____	\$_____
1.10	8" Plug, MJ, DI, Tyler 5-650 Mfg._____ No._____	10	\$_____	\$_____
1.10.1	10" Plug, MJ, DI, Tyler 5-650 Mfg._____ No._____	2	\$_____	\$_____
1.10.2	12" Plug, MJ, DI, Tyler 5-650 Mfg._____ No._____	2	\$_____	\$_____
<b><u>BLIND FLANGES</u></b>				
1.10.3	2" Blind Flange, DI, Tyler 5-754, with all accessories Mfg._____ No._____	2	\$_____	\$_____
1.10.4	4" Blind Flange, DI, Tyler 5-754, with all accessories Mfg._____ No._____	2	\$_____	\$_____
1.10.5	6" Blind Flange, DI, Tyler 5-754, with all accessories Mfg._____ No._____	2	\$_____	\$_____
1.10.6	8" Blind Flange, DI, Tyler 5-754, with all accessories Mfg._____ No._____	2	\$_____	\$_____

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
2.	<b><u>PVC PIPE</u></b>			
2.1	4" Nominal diameter polyvinyl chloride (PVC) pressure pipe meeting requirement of AWWA C900 for DR14 (pressure rating 200 psi) pipe, furnished in 20 ft. laying lengths Mfg._____	100 ft.	\$_____	\$_____
2.2	6" Nominal diameter polyvinyl chloride (PVC) pressure pipe meeting requirement of AWWA C900 for DR14 (pressure rating 200 psi) pipe, furnished in 20 ft. laying lengths Mfg._____	100 ft.	\$_____	\$_____
2.3	8" Nominal diameter polyvinyl chloride (PVC) pressure pipe meeting requirement of AWWA C900 for DR14 (pressure rating 200 psi) pipe, furnished in 20 ft. laying lengths Mfg._____	100 ft.	\$_____	\$_____
2.4	10" Nominal diameter polyvinyl chloride (PVC) pressure pipe meeting requirement of AWWA C900 for DR14 (pressure rating 200 psi) pipe, furnished in 20 ft. laying lengths Mfg._____	100 ft.	\$_____	\$_____
2.5	12" Nominal diameter polyvinyl chloride (PVC) pressure pipe meeting requirement of AWWA C900 for DR14 (pressure rating 200 psi) pipe, furnished in 20 ft. laying lengths Mfg._____	100 ft.	\$_____	\$_____
2.6	16" Nominal diameter polyvinyl chloride (PVC) pressure pipe meeting requirement of AWWA C905 for DR18 (pressure rating 235 psi) pipe, furnished in 20 ft. laying lengths Mfg._____	100 ft.	\$_____	\$_____
2.7	24" LAY-FLAT, 8 mil. polyethylene encasement, 440 ft. roll, tube-type perforated every 22 ft. furnished with tape. C-105 Labeled Mfg._____	1760 ft.	\$_____	\$_____
2.8	30" LAY-FLAT, 8 mil. polyethylene encasement, 440 ft. roll, tube-type perforated every 22 ft. furnished with tape. C-105 Labeled Mfg._____	2200 ft.	\$_____	\$_____

<u>Item</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
<b>3.</b>	<b>Cast Iron Service Box</b>			
3.1	Item #94-E Tyler 6500 series Screw type service box with lid marked "WATER"	50	\$_____	\$_____
3.2	Item #152 16" extension for Tyler 6500 series Screw type service box	50	\$_____	\$_____
<b>TOTAL FOR ALL ITEMS</b>			<b>\$_____</b>	

**BID SECURITY REQUIRED:** No   X  

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes \_\_\_\_\_  
No \_\_\_\_\_

**TERM PRICE CLAUSE: BIDDER MUST STATE**

- (a) Bid prices firm for the full contract period:\_\_\_\_\_; or
- (b) Bid prices subject to escalation/de-escalation:\_\_\_\_\_.
- (c) If (b), state period for which prices will remain firm: Through\_\_\_\_\_.

**INTERLOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

\_\_\_\_\_YES \_\_\_\_\_NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**COMPANY REPRESENTATIVE responsible for the administration of this Agreement:**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PHONE NO. \_\_\_\_\_

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**NOTE:**

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:  
SEALED BID FOR SPEC. 04-243**

_____ COMPANY NAME	_____ BY (Signature)
_____ STREET ADDRESS or P.O. BOX	_____ (Print Name)
_____ CITY, STATE                      ZIP CODE	_____ (Title)
_____ TELEPHONE	_____ (Date)
_____ EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER	_____ ESTIMATED DELIVERY DAYS (After receipt of individual orders)
	_____ TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: bid



# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

#### **19. AFFIRMATIVE ACTION**

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

#### **20. LIVING WAGE**

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.

# **SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS**

## **CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION**

### **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

### **2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

### **3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

### **4. CONTRACT AWARD NOTIFICATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

### **5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.